

RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE CO.

WHEN RECORDED MAIL TO:

Ronald Roup  
23101 Lake Center Dr., Ste. 310  
Lake Forest, CA 92630

96-021184

Recorded  
Official Records  
County of  
Placer  
Jim McCauley  
Recorder  
8:00am 16-Apr-96

Rec Fee 7.00  
NC 3.00  
Check 10.00

FITC GV 1

400872/801285

Lamie #: 4469 - 500697241  
Name: Berry Street Mall

space above this line for recorders use

### CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, assigns and transfers to A Greener Globe Corporation all beneficial interest under that certain Deed of Trust dated October 10, 1986 executed by Berry Street Mall, Inc., a California Corporation Trustor, in favor of PLACER BANK OF COMMERCE, Beneficiary and recorded October 15, 1986 as Instrument No. 46969, in Book 3057, Page 597, of Official Records in the office of the County Recorder of Placer County, California describing land therein as:

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. This Assignment is without recourse against the undersigned and is without representation or warranty of any kind including, without limitation, any representations or warranties relating to the validity, enforceability, perfection or priority of the assigned interest.

Dated December 13, 1995

Federal Deposit Insurance Corporation  
in its Corporate capacity as Successor-in-  
Interest to Placer Bank of Commerce

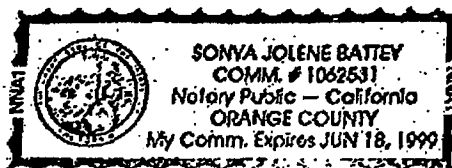
BY: Eugene Galvan  
Eugene Galvan/Program Manager  
Loan Management

STATE OF CALIFORNIA  
COUNTY OF ORANGE SS.

On this 19th day of DECEMBER, 1995, before me, SONYA JOLENE BATTEY a Notary Public, personally appeared Eugene Galvan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which person acted, executed the instrument.

WITNESS my hand and official seal

Sonya Jolene Battey  
Notary Public  
in and for the State of California.



RECORDING REQUESTED BY  
RECORDING REQUESTED BY:  
FIDELITY NATIONAL TITLE CO.  
AND WHEN RECORDED MAIL TO  
W.T. SERVICE CORPORATION  
550 MAIN STREET, SUITE J  
PLACERVILLE, CA 95667

(916)642-5800

96-021187

Rec Fee 10.00  
Check 10.00

Recorded  
Official Records  
County of  
Placer  
Jim McCauley  
Recorder  
8:00am 16-Apr-96

FITC GV 2

Attn: Trustee Offices

Title Order No. 801285

Trustee Sale No. 96-90031

Space above this line for recorder's use  
Reference No. BERRY STREET

### SUBSTITUTION OF TRUSTEE

WHEREAS, BERRY STREET MALL INC., A CALIFORNIA CORPORATION

PLACER BANCORPORATION

was the original Trustor,

PLACER BANK OF COMMERCE

was the original Trustee, and

under that certain Deed of trust dated 10/10/86 Recorded on 10/15/86 as  
Document No. 46969 Book 3057 Page 597 of Official Records  
In the office of the Recorder of PLACER County, California, and

was the original Beneficiary

WHEREAS, A GREENER GLOBE CORPORATION

the undersigned, is the present Beneficiary under said Deed of Trust, and,

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place of and  
stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes  
W.T. SERVICE CORPORATION, a Corporation,  
550 MAIN STREET, SUITE J  
PLACERVILLE, CA 95667

as Trustee of Said Deed of Trust.

Title Order No. 801285  
Trustee Sale No. 96-90031  
Reference No. BERRY STREET

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

DATE: 04/09/96

A GREENER GLOBE CORPORATION

X *Steven J. Boyce* X  
STEVEN J. BOYCE, PRESIDENT

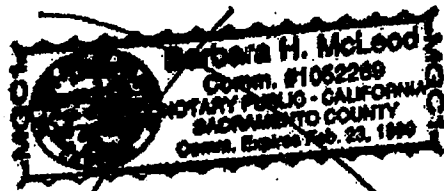
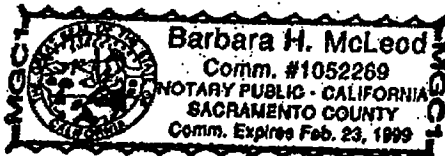
X \_\_\_\_\_ X

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF PLACER

On 04/09/96 before me, BARBARA H. McLEOD, a Notary Public in and for said county, personally appeared STEVEN J. BOYCE, PRESIDENT ~~BARBARA H. McLEOD~~  
~~XXXX~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

*Barbara H. McLeod*  
Notary Public in and for said County and State



RECORDED REQUESTED BY:  
**CHICAGO TITLE**

When Recorded Mail To:

The Loan Consultants, Inc,  
P.O. Box 7134  
Mission Hills, CA 91346

Escrow No.  
Title Order No.

PLACER Co Recorder's Office  
JIM MCCAULEY, County Recorder

DOC - 96-0047939-00  
Check Number 1059  
Monday, AUG 19, 1996 15:30:49  
REC \$10.00 MIC \$6.00 AUT \$8.00  
SBS \$4.00  
Ttl Pd \$26.00  
Nbr-0000001682  
smg/R1/2-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 21<sup>st</sup> day of November, 1995, between  
A GREENER GLOBE, INC., a California Non-Profit Corporation,  
901 Harding Blvd., Roseville, California 95678, herein called TRUSTOR, whose address is  
AMERICAN TITLE INSURANCE COMPANY, a corporation, herein called TRUSTEE, and  
THE LOAN CONSULTANTS, INC.,

, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH  
POWER OF SALE, that property in Placer County, California, described as:

Refer Exhibit "1" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$200,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS 

**APN:**

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	488	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	82	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	817	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	386
El Dorado	588	458	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2284	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2082	388
Humboldt	657	527	Monterey	2184	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	898	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

A GREENER GLOBE, INC.

*Steven J. Boyce*  
By Steven J. Boyce, President

STATE OF CALIFORNIA  
COUNTY OF Placer  
ON November 21, 1995 before me,  
Sharon Holverstott personally appeared  
Steven J. Boyce

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Sharon Holverstott



APN:

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

INITIALS 

APN: \_\_\_\_\_

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

INITIALS \_\_\_\_\_

#### REQUEST FOR FULL RECONVEYANCE

TO: AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Please mail Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## **EXHIBIT "1"**

### **LEGAL DESCRIPTION**

A portion of the Northeast quarter of Section 35, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, in the County of Placer, State of California, more particularly described as follows:

BEGINNING at the Northeast corner of the herein described parcel, and which corner or point of beginning is further described as being the Northeast corner of the aforesaid Section 35; thence, running from said point of beginning North 89°53'40" West along the Northerly line of the said Section 35 a distance of 933.05 feet; thence, South 00°46'50" West 1203.65 feet to a stake set to mark the Northwest corner of that certain parcel of land conveyed by deed from William Kasberg to Charles Livoti in September 1944, and recorded in Book 473 at page 70, Official Records of Placer County; running thence South 89°46'30" East 933.40 feet to a point in the Section line common to Sections 35 and 36 of the aforesaid township and range and meridian, which point is also located in the centerline of a public way known as Berry Street, and which point is further described as being located South 89°46'30" East 30.9 feet from a stake set to mark the intersection of the Northerly line of the before mentioned Livoti parcel with the Westerly line of said Berry Street and running North 00°47'20" East along the section line common to Sections 35 and 36 a distance of 1203.95 feet to the point of beginning.

EXCEPTING THEREFROM, the East 30 feet thereof as described in deed to the City of Roseville, recorded May 31, 1978, in Book 1957, page 263, Official Records.